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Attorney for Plaintiff

**IN THE SUPERIOR COURT
 FOR THE
 COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS**

ROBERT A. BISOM,)	CIVIL CASE NO. 96-1320
)	
Plaintiff,)	
)	
vs.)	AFFIDAVIT OF PLAINTIFF
)	IN SUPPORT OF MOTION FOR
COMMONWEALTH OF THE)	PARTIAL SUMMARY JUDGMENT
NORTHERN MARIANA ISLANDS,)	
LEO L. LAMOTTE, CNMI Public)	
Auditor, in his official capacity,)	
ROBERT D. BRADSHAW, formerly)	
appointed Temporary Public Auditor,)	
in his individual capacity;)	
SCOTT KHENG SHANG TAN,)	
formerly CNMI Public Auditor,)	Date:
in his individual capacity,)	Time:
)	Judge:
Defendants.)	
)	

I, Robert A. Bisom, being duly sworn upon oath, hereby depose and state:

1. I am the plaintiff in this case. I submit this affidavit in support of the motion for partial summary judgment. The information herein is of my own knowledge and I am competent to testify as to these matters.

2. I was hired as Legal Counsel for the office of Public Auditor for a two year term beginning April 4, 1993. A true copy of the employment contract is attached as Exhibit A.

3. In late November, 1993 I learned that the term of office of the Public Auditor, Scott Tan, had expired on November 25, 1993, and that Robert Bradshaw had been appointed by Lorenzo I. De Leon Guerrero, then Governor, who had been defeated in his bid for re-election earlier that month. The Governor's term of office expired on January 10, 1994, when the administration of Froilan Tenorio took office.

4. On the first day in which Mr. Bradshaw was in office, Monday, November 29, 1993, he held a meeting with most of the staff of the Public Auditor's office. He told us that the thing that he was principally hired to do was to push through and complete the government-wide audit for Fiscal Year 1993, which ended September 30, 1993, and that he wanted to have it completed within 3 to 4 weeks.

5. I was out of the office on Wednesday, December 1, 1993 through Friday, December 3, except for a brief period when I turned in keys to the government vehicle that I had been using, which I had been told to do by Mr. Bradshaw. This was due to leave I had previously arranged for and had approved. During that time I went to Guam to see a doctor regarding some surgery I had done.

6. During the next week there were delivered to me a series of letters from Mr. Bradshaw. Among these was a letter dated December 3, 1993 in which I was directed to turn over all of the files I had in my possession to him, not to make or receive phone calls in the office without prior permission from Bradshaw, not to talk to anyone outside OPA in my official capacity, to turn over my file keys and to refer all matters to him or the office

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administrator or chief auditor. (Attached as Exhibit B).

7. Also included in the letters received was one dated December 6, 1993 notifying me that my employment was terminated "without cause" effective thirty days thereafter. (Exhibit C).

8. Another of the letters delivered to me was one dated December 7, 1993 wherein I was advised in writing that I had been removed from my office space and had been given a workspace at a table in "the administrative area" of the office. It also instructed me to turn over all my keys. A copy is attached as Exhibit D. When I went into the office on the morning of Tuesday, December 7, 1993 I saw that this had already been done.

9. Because of the restrictions placed on me by the terms of the December 3 letter (Ex. B) and because Mr. Bradshaw had taken away my office and relegated my workspace to a table in a hallway where there was no privacy and no way to work on confidential matters, (which had been a major part of my duties as legal counsel), I could no longer do my job. Because of this and because I had been previously told I could use my annual leave during the month of December by Scott Tan, and later by Mr. Bradshaw, I did not report back to work during the remainder of the time Mr. Bradshaw was in office.

10. Later on, some additional letters from Mr. Bradshaw were delivered to me, including one dated December 28, 1993, which changed the termination of my employment to one "with cause", citing the grounds for doing so, and giving the effective date as seven days thereafter. (Exhibit E hereto).

11. During this timeframe there appeared in one of the newspapers in circulation in Saipan, the *Pacific Star*, the charges that Mr. Bradshaw leveled at me in several of the letters

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he wrote to me, which are referred to in the December 28 termination letter, and were attached thereto. Among the acts of wrongdoing he charged me with, which are reflected in the published documents, are: (1) disclosing matters that are confidential in violation of the Commonwealth Code; (2) disclosing matters that were, according to him, confidential communications to legal counsel, in violation of the Model Rules of Professional Conduct; and (3) using a government vehicle in violation of CNMI law and regulations. Also included in the publication was his statement that he was going to file an ethics complaint against me with the bar association for having violated Commonwealth laws. A copy of the applicable portions of the *Pacific Star* issue of December 24, 1993 is attached as Exhibit F.

12. Mr Bradshaw, in fact, by letter of December 10, 1993 lodged a complaint with the Disciplinary Committee of the CNMI Bar Association based essentially on the same things he listed in the letter of December 28, 1993 terminating my employment for cause. After an investigation that took a year to complete, the committee found that none of the complaints had any legal or factual basis.

13. A later article in the January 14, 1994 issue of the *Pacific Star* reiterated these charges by Mr. Bradshaw, which were included in a quote from him. (Exhibit G).

14. After the departure of Mr. Bradshaw and the change in the administration, Scott Tan was appointed as Temporary Public Auditor. Despite prior and new assurances from him that I would be re-hired or that my termination would be rescinded, that never happened. However, for a period of three days, at the request of Scott Tan, I did go back to work at OPA on administrative matters, but not as Legal Counsel, due to issues about whether I could act as an attorney under the circumstances. This request is documented in a

memorandum from Mr. Tan, dated January 17, 1994, a copy of which is attached as Exhibit H. I accepted Mr. Tan's request and worked for three days during January, 1994. I fully expected to be paid for the work I did.

15. At no time was I ever given any hearing on whether cause existed for my termination, nor on whether I had committed acts that reflected on my honesty and integrity as a government employee and as an attorney.

16. As a result of these events it became generally known throughout Saipan that I had been fired for reasons that included violations of law and of legal ethics, and that I had a disciplinary complaint pending against me. This had a devastating effect on my ability to find other employment.

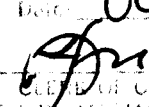
ROBERT A. BISOM

SUBSCRIBED AND SWORN to before me on this _____ day of _____,
1999.

[Original acknowledged signature will be provided as soon as available before
hearing]

I hereby certify that the foregoing hereof is a true and correct copy of the original on file in the Office of the Clerk of Courts, Saipan, Northern Mariana Islands.

Date: _____


CLERK OF COURT
NORTHERN MARIANA ISLANDS
SAIPAN, MP 96950

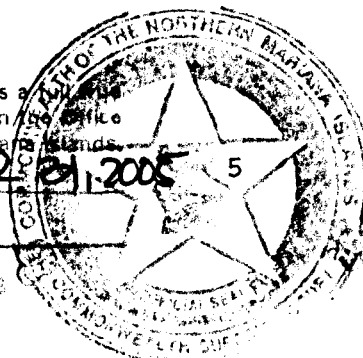


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COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

EXCEPTED SERVICE EMPLOYMENT CONTRACT

EXECUTIVE BRANCH

DFR-93-
023

Renewal:

Amendment No. _____

OFFICE OF THE GOVERNOR
Department of _____

CONTRACT NO:

30070
45115

Robert A. Biscan

Contract for personal services is entered into between the COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS hereinafter referred to as "EMPLOYER" and ROBERT A. BISCAN hereinafter referred to as "EMPLOYEE".

EMPLOYER requires the services of a qualified GENERAL COUNSEL Legal counsel.

PD = _____

Requirements of this position are stated in the attached Job Description, which both the EMPLOYER and the EMPLOYEE have read and understand. The EMPLOYEE hereby states that he/she possesses the necessary degree of training, and knowledge to fulfill the obligations specified in the Job Description. The EMPLOYEE shall be assigned on the island of SAIPAN.

Office/Agency/Department of OFFICE OF THE PUBLIC AUDITOR.

Contract is for a two-year period beginning on the 1st day of APRIL

and shall continue until the 31st day of APRIL 19 05

EMPLOYER agrees to pay the EMPLOYEE an annual salary of \$ 45,000.00 in bi-weekly payments of \$ 1,730.77. The total government obligation is not to exceed \$ 45,000.00. The current base salary of EMPLOYEE was \$ 45,000.00.

EMPLOYER and the EMPLOYEE agree that the terms and conditions of this contract include all the provisions

EXHIBIT A

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6.

Personnel Office

hereby certify that the service contracted for qualifies as Excepted Service under 1 CMC Section 8131 of the Commonwealth Code.

Date: 3/26/93

Robert S. Sablan

NOBERT S. SABLAN, ACTING
PERSONNEL OFFICER

II. Department of Finance

hereby certify that there are sufficient funds available for Account No. 1090/6111 for the execution
this contract in the amount of \$ 45,000.00 *leafy*
1090 - 211040

Date: 3/23/93

[Signature]
ENJOY E. LINGS
DIRECTOR OF FINANCE

VI. Attorney General

hereby certify that this contract has been numbered, reviewed and approved as to form and legal capacity.

Date: 3/26/93

Robert C. Naraja
ROBERT C. NARAJA
ATTORNEY GENERAL

VI. Signatures of Parties

Date: 3/29/93

[Signature]
JOSEPH E. DE LEON GUERRERO

7.

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CONDITIONS OF EMPLOYMENT

The following are conditions of every Excepted Service contract. The employee must read these terms before signing the contract. The signing of the contract will show assent to each and every one of the terms set out below.

PRE-EMPLOYMENT CONDITION STANDARDS:

- A. The Employer requires that all persons appointed to the Excepted Service be certified as physically capable of performing the duties of the position. They must be free from communicable diseases and any present or potential medical condition which would be detrimental to successful performance of duty or the health of other Employees, or reflect discredit upon the Employer.
- B. The Employee shall be examined by medical personnel authorized by the Employer to conduct such examinations for employment purposes, and the results shall be recorded on forms prescribed by the Personnel Officer.

EXCEPTED SERVICE REGULATIONS:

The Employee shall comply with the Excepted Service Regulations promulgated by the Civil Service Commission pursuant to 1 CMC §8117.

COMPENSATION AND WORK SCHEDULE:

- A. The Employee shall earn his salary on the basis of a twelve month (12) work year consisting of twenty-six (26) bi-weekly pay periods. In cases of early termination, the gross pay is reduced by the period in which no service is rendered.
- B. Overtime: The Employer's workday and workweek may vary from time to time according to the needs of the Government. Every effort will be made to maintain a reasonable five (5) day, forty (40) hour workweek. Pursuant to Public Law 1-20, §5(b) any excepted service employee is considered executive, administrative or professional personnel. Therefore, an excepted service employee does not qualify for overtime or standby rates of pay.

MANDATORY PARTICIPATION IN RETIREMENT FUND: Public Law 6-17, The NMI Retirement Fund Act of 1988, and as amended by Public Law 6-41, requires mandatory participation in the Retirement Fund for all government employees.

- A. Employees who were members of the Fund before May 7, 1989, are Class II members. These members have the option of transferring to Class I members at anytime. The contribution rate for Class II members is 9% of gross wages.
- B. Employees hired on or after May 7, 1989 and employees who opted not to join the Retirement Fund before May 7, 1989, are Class I members. These employees contribute 6.5% of gross wages to the Retirement Fund:
 - 1) Class I members hired before January 19, 1990, having less than three (3) years of vesting service credits with the Retirement Fund, will be eligible for refund of their contribution including interest, upon separation from employment.
 - 2) Class I members are not entitled to a refund after three (3) years of vesting service.
 - 3) Class I members having three (3) or more years of vesting service credits have a vested right to a pension upon attaining age sixty-two (62) or meeting normal retirement eligibility.

LEAVE

- A. Annual Leave: Annual leave shall accrue to the Employee at the rate of eight (8) hours per pay period.
 - 1) The Employee employed in the first year of the Contract shall be entitled to use of annual Leave only after having been employed for a continuous period of ninety (90) days

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without a break in service.

- (2) Annual Leave may be used only upon prior written approval of the Employee's immediate supervisor.
 - (3) The Employee who terminates his employment at the completion of the present employment contract or resigns, and is departing the duty station on final separation, will receive on the next regular pay day a lump-sum payment of all unused annual leave at the current hourly rate, based on twenty-six (26) bi-weekly pay periods and 2,080 hours in a work-year, provided the necessary documents of clearance are received by the Northern Mariana Islands Payroll Office.
 - (a) Where an offer and acceptance for a new period of employment is agreed upon under a new employment contract, all accrued and unused Annual Leave credits from the prior contract may be paid immediately or carried over, at the election of the Employee.
- B. Sick Leave: Sick Leave shall accrue to the Employee at the rate of four (4) hours per pay period.
- (1) The Employee is entitled to use Sick Leave from the time Sick Leave is first earned.
 - (2) Any absence on sick leave where the Employee misses more than three (3) continuous days of work must have the illness verified by a note from a medical doctor in order to claim Sick Leave.
 - (3) Upon completion of the present employment contract or termination of employment, whichever occurs first, no payment will be made for accrued and unused Sick Leave credits.
 - (4) Where an offer and acceptance for a new period of employment is agreed upon under a new contract, all accrued and unused Sick Leave credits from the prior contract will be carried over.
 - (5) If the Employee's supervisor believes the Employee is misusing Sick Leave, or requesting Sick Leave for purposes other than illness, the supervisor may request proof of illness for periods of less than three days. If the proof is not provided, or is unpersuasive, the supervisor may deny the request for Sick Leave.
 - (6) Sick Leave may be accumulated without limit.
- C. Leave Without Pay: Leave Without Pay may be taken only after obtaining the written approval of the Employee's immediate supervisor.
- D. Administrative Leave With Pay: Administrative Leave With Pay is granted only in exceptional circumstances such as typhoons and state funerals, by the Governor.
- E. Holidays: The Employee shall be released from work on all legal holidays, except during emergencies, without loss of pay or charge to leave account.
- F. Advance Leave: Where for good reason, the Employee requires an advance of Annual or Sick Leave, the Personnel Officer may grant leave in advance up to a maximum of one-half (1/2) of the total earnable leave credits for one (1) year from the date the request is approved or for the remainder of the employment contract, whichever is shorter.

6. HOUSING

- A. The Employee shall receive either free government housing or a housing allowance.
 - 1) Employees with dependents shall receive family government housing or a housing allowance of \$600 per month, at the discretion of the Personnel Officer.
 - 2) Employees without dependents shall receive a government apartment or a housing allowance of \$400 per month, at the discretion of the Personnel Officer.
 - 3) The Personnel Officer may, upon recommendation by the department head, increase the housing benefits of the Employees.
 - 4) Government housing, if provided to the Employee, shall be in habitable condition.
- B. If government housing is unavailable and private housing has not been arranged for the Employee, the Employer shall pay a temporary lodging allowance to the Employee equal to the government's established per diem rate for travel at the duty station. When the Personnel Officer has determined that this rate is insufficient to pay for temporary lodging and meals,

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then a greater allowance may be authorized for the Employee.

C Responsibilities:

- (1) The Employee is responsible for utility and trash collection costs.
- (2) The Employer is responsible for repairs to government housing or a government apartment.
- (3) The Employee is responsible for returning government premises and furniture/appliances to the Personnel Officer at the termination of his contract of employment, in a similar condition as that at the beginning of his occupancy of government housing, ordinary wear and tear excepted. The Employee will be assessed a Deposit Fee payable to the government within forty-five (45) days subsequent to his occupancy of government housing, to cover the cost of any damage to premises and/or furniture/appliances, or excessive cleanup. Deposit Fees shall be \$400 for employees without dependents, and \$600 for employees with dependents. At the termination of the employee's contract, and subsequent to the packing and removal of the employee's belongings for shipment, the Personnel Officer, or his designee, shall inspect the premises. If no repairs or cleanup are required by the government, the employee's deposit shall be refunded in his final payroll check. The Deposit Fee requirement applies only to employees recruited subsequent to July 1, 1983.
- (4) The Employee is responsible for taking reasonable action to protect government housing entrusted to the Employee from damage caused by a storm.
- (5) The Employee shall comply with any housing regulations promulgated by the Personnel Officer.

D Government housing is intended for the use of the Employee and the Employee's dependents. No person who is not a dependent may remain in government housing for more than thirty days unless it is approved, in writing, by the Personnel Officer.

E Housing benefits apply only to Excepted Service Employees whose point of recruitment is outside the Commonwealth of the Northern Mariana Islands, unless the Governor directs otherwise and housing is provided for in the special terms section of this contract.

F No employee whose contract is terminated or has expired shall remain in the quarters provided after that termination or expiration unless it is approved by the Personnel Officer upon request of the appointing authority.

JOB DESCRIPTION:

- A** In order to be a valid and binding agreement, this contract (unless it is for renewal) must have attached a detailed job description of the Employee, a complete employment application and other pertinent documents such as a college transcript.

EXPATRIATION AND REPATRIATION:

A Travel: Travel and transportation expenses shall be paid by the Employer as follows:

- (1) Coach or tourist-class air transportation costs by the shortest direct route for the Employee and the Employee's dependents from the point of recruitment to the duty station.
- (2) Per diem for the Employee only, at established Government rates not to exceed necessary travel time by the shortest direct route from the point of recruitment to the duty station, in accordance with U.S.G.S.A Federal Travel Regulations.

B Transportation of Personal Effects:

The Employer shall pay the expense of transportation of personal effects, as follows:

- (1) Employer shall pay the cost for shipment of two hundred (200) pounds to be shipped by air from the place of recruitment to the duty station for Employees who have dependent.
- (2) The Employer shall pay the cost for shipment of one hundred (100) pounds to be shipped by air from the place of recruitment to the duty station for Employees who have no dependents.

C Upon request by the appointing authority and approval by the Personnel Officer, shipment and storage of household goods and personal effects may be authorized for positions that are

considered to be hard to fill. This authorization shall be limited to the wing:

1) Shipment by Sea:

- (a) The Employer shall pay the cost for one shipment of household goods and personal effects, at the time of recruitment not to exceed 3,000 pounds net weight from the Employee's point of recruitment to his duty station in the case of Employees with dependents.
- (b) The Employer shall pay the cost for one shipment of household goods and personal effects, at the time of recruitment not to exceed 1,500 pounds net weight from the Employer's point of recruitment to his duty station in the case of Employees without dependents.
- (c) The shipment must originate within six (6) months of the date of entry on duty, unless extended by the Personnel Officer for just cause. In the event temporary storage of household goods and personal effects intended for shipment to the duty station is necessary at the point of recruitment after pick-up by the carrier and prior to departure by sea, the government shall pay the cost of such temporary storage.
- (d) Only those items may be shipped which are not restricted by Commonwealth or Federal Regulations. Household goods and personal effects means personal property which can be transported legally in interstate commerce and which belongs to an employee and his immediate family at the time shipment or storage begins. The term shall include household furnishings, equipment and appliances, furniture, clothing, books and similar property. It shall not include property which is for resale or disposal rather than for use by the employee or members of his immediate family. It shall not include such items as automobiles, station wagons, motorcycles and similar motor vehicles, airplanes, house trailers, camper trailers, boats, pets, explosives, inflammables such as matches, cleaning fluids, photo flash bulbs, fireworks, firearms, property belonging to any persons other than the employee or his immediate family, or any property intended for use in conducting a business or other commercial enterprise.

2) Storage: The Employer shall pay the expense for storage of household goods and personal effects at the point of recruitment for the Employee not to exceed:

- (a) two thousand (2,000) pounds net weight in the case of Employees with dependents.
 - (b) one thousand (1,000) pounds net weight in the case of Employees without dependents.
- and

D. Repatriation: Upon completion of the agreed upon period of service under this contract or any subsequent excepted service contract entered into upon the expiration of this contract, the Government shall pay all return travel and transportation expenses to the point of recruitment, to the same extent and subject to the same limitations as enumerated in sections 8(A) and 8(B), and if authorized Section 8(C), shipment of household goods and personal effects subject to the conditions of Section 8(C), and limited to the actual weight shipped upon recruitment. However, the Employer will be discharged of this responsibility if repatriation expenses are not incurred within one (1) year of the termination date.

- 1) Check-out: Before repatriation benefits are afforded and the final paycheck is issued, the Employee must obtain signatures from the Departments of Finance, Public Works, the Commonwealth Utilities Corporation, Public Health, and Personnel Officer as evidence that the Employee has no outstanding debts owed to the Government.
- 2) Early Termination of Contract: "Early termination" occurs where an Employee refuses to perform duties, fails to perform at work satisfactorily, resigns, is removed for cause or willfully vacates his position.
 - (a) If the Employee terminates the contract within the first year, then there will be no repatriation benefits and the Employee must repay the cost to the Employer of the Expatriation benefits enumerated in sections 8(A), 8(B) and 8(C), and other costs paid by Employer related to recruitment.
 - (b) If the Employee terminates the contract after completing one year of service, then there will be no repatriation benefits, but the Employee does not have to repay the expatriation benefits enumerated in sections 8(A), 8(B) and 8(C).

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- (E) Home Leave Eliminated: Excepted service employees who are initially hired after July 1, 1983, shall not be entitled to home leave benefits upon renewal of their contract. Any employee who receives repatriation benefits upon expiration or termination of a contract shall not be eligible for expatriation benefits under a new contract within six (6) months of that expiration or termination.

9. OUTSIDE EMPLOYMENT: The Employee may provide services to persons other than the Employer only if:

- (A) the Employee receives the prior written approval of the Employee's immediate supervisor, and
- (B) the outside employment is not, nor does it appear to be, adverse to the interests of the Government.

10. INSURANCE:

- (A) Workmen's Compensation: In the event of on-the-job related injury or illness, the Employee shall be entitled to benefits under the Workmen's Compensation Insurance Contract in force for the Northern Mariana Islands Government. The Employee is responsible for reporting any on-the-job work related injury or illness to the Employee's supervisor as soon as possible.
- (B) Health & Life Insurance: Group Health and Group Life Insurance coverage is available for those who wish to apply. The Government will pay part of the cost of this insurance, in accordance with the agreement between the Northern Mariana Islands Government and the insurance carriers.
- (C) Limitation on Insurance: The Employee is advised that the Government provides no insurance except that referred to in paragraphs A and B above, and the Government assumes no liability for loss or damage in the circumstances set out below. The employee is responsible for insurance coverage, including but not limited to the following:
 - (1) For household goods and personal effects of the Employee or his dependents in transit from point of recruitment to the Northern Mariana Islands and in transit from the Northern Mariana Islands to another point of the Northern Mariana Islands.
 - (2) For household goods and personal effects of the Employee and dependents in temporary storage at the expense of the Government if authorized under Section 8(C).
 - (3) For household goods and personal effects of the Employee and dependents located in housing furnished by the Government or otherwise present in the Northern Mariana Islands.

11. EMPLOYEE'S DEPENDENTS: The Employee's dependents are defined as spouse, children, including step-children and legally adopted children, unmarried and under twenty-one (21) years of age, or physically or mentally incapable of supporting themselves regardless of age, wholly dependent parents of the Employee and/or spouse, or children by a previous marriage for whom the Employee or his spouse has legal custody. Children by a previous marriage who are primarily domiciled by Court Order in other than the Employee's household, are not considered dependents. With respect to the foregoing, if a member of the immediate family reaches his twenty-first (21st) birthday while the Employee is assigned to duty to the Northern Mariana Islands, such member will be returned to the Employee's point of recruitment at the Government expense.

12. ADDITIONAL TERMS AND CONDITIONS: Upon mutual agreement of the Employer and Employee, and approval by the Personnel Officer, placed in writing and attached to these conditions of employment, further terms may be added to this contract to the extent that they are not inconsistent with and in no way purport to amend these conditions of employment.

13. RENEWAL OF THE CONTRACT:

- A) This contract is not automatically renewable, nor does it create any option to renew the contract.
- B) It is wholly within the discretion of the Employer whether an offer to renew the contract

should be made to the Employee. The Employer has no obligation to provide the Employee advance notice of termination of employment upon completion of this contract.

- (C) If the Employer decides not to offer a new period of employment and not to execute a new employment contract, that decision cannot be repealed, regardless of the reason, if any, for the decision.

14. EARLY TERMINATION AND RESIGNATION:

(A) Gubernatorial Appointees:


- (1) Any Employee who is an appointee of the Governor serves at the pleasure of the Governor and may be terminated by the Governor without cause and without prior notice.
- (2) In order to terminate employment by resignation, an Employee who is a gubernatorial appointee must first give sixty days notice. The Governor may waive this requirement of advance notice.

(B) Other Excepted Service Employee:

- (1) The Employer may terminate the Employee without cause upon notice sixty days in advance of termination of employment. This may be shortened only by placing a lesser number in the following blank space: 30 days.
- (2) The Employer may terminate the Employee with cause upon notice seven days in advance of termination of employment.
- (3) When resigning, the Employee must give notice sixty days in advance of termination of employment. This time may be shortened only by placing a lesser number in the following blank space: 30 days. The director of the Employee's department may waive this requirement of advance notice at the time of resignation.

I have read the terms and conditions of these Conditions of Employment and understood them. By my signature I agree to abide by them as part of the terms and conditions of my employment.

Date: 4/28/93


NORBERT S. SABLAN
PERSONNEL OFFICER

Date: 6-19-93


Robert A. Basom
NAME: EMPLOYEE

Kyoto, Japan
POINT OF RECRUITMENT

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**Office of the Public Auditor
Commonwealth of the Northern Mariana Islands**

**P.O. Box 1399
Saipan, MP 96950**

Tel: 234-6481-2/866
Fax: 234-7812
Cable Address:
Pub Aud NMI Saipan

December 3, 1993

Mr. Robert A. Bisom
Legal Counsel
Office of the Public Auditor
P.O. Box 1399
Saipan, MP 96950

Dear Mr. Bisom:

Effective immediately, any work you do at this office will be under my direct, personal supervision.

You are not to leave this office or contact anyone about this office without my personal approval. In my absence (1) Merlinda and (2) Dolores will act for me in granting such an approval.

If anyone contacts you about this office and work, you will immediately refer them to (1) me, or (2) Merlinda, or (3) Dolores in this order depending on our availability.

If you have in your possession presently any records, documents or correspondence (beyond US/CNMI laws and regulations) pertaining to this office, you are to turn them over to (1) Merlinda (if they pertain to the work of this office) or (2) Dolores (if they pertain to administrative matters) and brief them on their turnover and any work needed on them. If you have any office or file keys I want them turned in immediately to Dolores (or Dora in her absence).

Effective immediately, you have no authority to act for me or this office in contacts with outsiders without my prior approval.

In the conduct of this office, (1) Merlinda and (2) Dolores have the authority to speak for me when I am not here.

EXHIBIT B
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14.

If you believe any of these instructions violate your constitutional rights or your contract with this office, please advise me and I will discuss it with you for resolution.

Thank you.

Yours very truly,



Robert D. Bradshaw
Temporary Public Auditor

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**Office of the Public Auditor
Commonwealth of the Northern Mariana Islands**

**P.O. Box 1399
Saipan, MP 96950**

Tel: 234-6481-2/860
Fax: 234-7812
Cable Address:
Pub Aud NMI Saipan

December 6, 1993

Mr. Robert A. Bisom
Legal Counsel
Office of the Public Auditor
P.O. Box 1399
Saipan, MP 96950

Dear Mr. Bisom:

Under the terms of paragraph 14(B)(1) of your Excepted Service Employment Contract with this office, official notice is hereby given that you are being terminated "without cause" from your position today to take effect thirty days from now on January 5, 1994.

Thank you.

Sours very truly,

Robert D. Bradshaw
Robert D. Bradshaw
Temporary Public Auditor

EXHIBIT C

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Office of the Public Auditor
Commonwealth of the Northern Mariana Islands
P.O. Box 1399
Saipan, MP 96950

Tel: 234-6481-2/866
Fax: 234-7812
Cable Address:
Pub Aud NMI Saipan

December 7, 1993

Mr. Robert A. Bisom
Legal Counsel
Office of the Public Auditor
P.O. Box 1399
Saipan, MP 96950

Dear Mr. Bisom:

Please be advise that in my review of the physical facilities at OPA, I have found that I need the office you are occupying for another employee and the sensitive work she is doing.

Therefore, it will be necessary for you to move to a work table in the administrative area and section of OPA. Your typewriter has already been moved.

Additionally, I want all of the keys you have for this office turned into Dolores immediately. If you have any questions or concern over this, please advise me in writing.

Thank you for your cooperation.

Yours very truly,


Robert D. Bradshaw
Temporary Public Auditor

EXHIBIT D

EXHIBIT
✓

17.



**Office of the Public Auditor
Commonwealth of the Northern Mariana Islands**

**P.O. Box 1399
Saipan, MP 96950**

Tel: 234-6481-2/86
Fax: 234-7812
Cable Address:
Pub Aud NMI Saipan

December 28, 1993

Mr. Robert A. Bisom
Legal Counsel
Office of the Public Auditor
P.O. Box 1399
Saipan, MP 96950

Dear Mr. Bisom:

This letter is to officially inform you that the Office of the Public Auditor is terminating your employment as Legal Counsel effective seven days from the date you receive this letter. This action is being taken pursuant to Part I.9.B of the Excepted Service Personnel Regulations and Section 14(B) (2) of the Conditions of Employment (part of your Excepted Service Contract) which you signed on April 18, 1993.

The general/specific reasons for initiating this action are due to the following:

1. Your abandonment of your job on or about December 1, 1993 (see attached letter - Exhibit A).
2. Your refusal to respond in writing to the following letters addressed and delivered to you and/or your attorney Mr. Richard Pierce - as follows:
 - a. letter to Mr. Bisom dated 12/2/93 (exhibit F)
 - b. letter to Mr. Bisom dated 12/2/93 (exhibit C)
 - c. letter to Mr. Bisom dated 12/2/93 (exhibit D)
 - d. letter to Mr. Bisom dated 12/3/93 (exhibit E)
 - e. letter to Mr. Bisom dated 12/3/93 (exhibit F)
 - f. letter to Mr. Bisom dated 12/3/93 (exhibit G)
 - g. letter to Mr. Bisom dated 12/3/93 (exhibit H)
 - h. letter to Mr. Bisom dated 12/6/93 (exhibit I)
 - i. letter to Mr. Bisom dated 12/7/93 (exhibit J)
 - j. letter to Mr. Bisom dated 12/10/93 (exhibit K)
 - k. letter to Mr. Bisom dated 12/23/93 (exhibit L)

EXHIBIT E

EXHIBIT
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18.

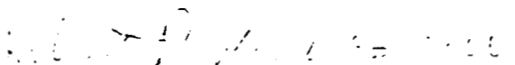
3. Your unauthorized disclosure of confidential information from this office, in possible violation of P.L. 3-91 and P.L. 3-11.
4. Your disclosure of privileged information given to you as Legal Counsel for this office.
5. Your acts to ostensibly be on "sick leave" and/or having medical attention on Guam all the while you have been taking care of personal business and contacting people on Saipan.
6. You were absent from this office without an authorization on November 30, 1993 from 12:30 p.m. to 2:30 p.m.
7. Your use of a government automobile for personal reasons and your continued use of it after I pointed out your possible violations of CNMI laws and personnel regulations and after I ordered you to turn the car into our office immediately.
8. Your actions to try to interfere in and/or cause trouble for this office and/or to humiliate and embarrass me, your supervisor, over the award of an audit contract.
9. Your personal disrespectful and discourteous acts toward me as your immediate supervisor.
10. Your general rebellion and disobedience towards orders and instructions I have given you as your immediate supervisor.
11. Your disregard and lack of attention to work details and requirements.
12. Your inappropriate and out of color of office public statements which appeared to bring disrespect and embarrassment on me and/or this office.

We believe that your actions constitute grounds for termination. Consequently, we have concluded that your employment with the Office of the Public Auditor should be terminated with cause upon seven days notice.

This Office reserve the right to provide more specific information should it become necessary to defend this termination action.

Upon receipt of this letter, please acknowledge by writing your name and the date in the space provided below.

Sincerely,


Robert D. Bradshaw
Temporary Public Auditor

cc: 12 Enclosures

Received By: _____

Date: _____

EXHIBIT
V

EXHIBIT F

21,

20 December 24, 1993

PAC. C STAR

On the record...

Continued from page 19)

(Editor's note: Representative Stanley Torres, in a statement to the Star, denied this alleged conversation with Schnibley.)

Subsequently, Bloom's lawyer as made statements to Asst AG chrome Messenbourg indicating that Bloom allegedly did "leak" information ostensibly because a "his opinion", it was not legal advice from him and not covered by ethical demands for privileged information. Therefore, in Bloom's opinion, he could leak or spread that information without any problems whatsoever.

I will finally note that on the afternoon of Nov. 30, 1993 I discovered that Mr. Bloom was using a Public Auditor car for what seemed to me to be personal use and in possible violation of CNMI laws and regulations. I immediately called it to Bloom's attention and ordered him to turn the car into the office immediately. I had the impression that he was angry and adamant with me and upset over the car. This possibility may have affected his later actions.

I will also add that at no time have I discussed this matter with anyone in or out of this office except as follows:

1. I saw Eloy Inos briefly late on Nov. 29, 1993. He was getting ready to go out of town so he took a paper, exhibit B, put it with other papers on his desk. I understand he left town and talked to no one until Thursday, Dec. 2, 1993 when he returned and talked to the AG.

2. John Schnibley described to me on the afternoon of Dec. 2, 1993, the contents of Torres.

3. On Dec. 2-3, 1993, I discussed the matter with Dep AG Ierib Soll and Asst AG Messenbourg. Soll advised me that

he will search all of the files for the agreement and will take corrective action. I understood from him there should be no problem for the Governor or I because we had acted properly for the convenience of the Commonwealth.

4. In a brief conversation with Randy Fennel, my former lawyer, I brought up the issue. He did not remember it and his copies of the papers have been burned up. He did say it was a simple matter and the government and I could just reach the agreement for the convenience of the government.

To this date, I have not discussed this matter with any other persons and certainly with no one in this office. I am not, frankly, from my point of view, I have acted in an honest, straightforward manner with respect to this matter.

Dated this December 24, 1993 at Saipan, CNMI.

Bradshaw demands explanation

December 3, 1993

Dear Mr. Bloom,
On November 29, 1993, I discussed with you some aspects about my appointment as Temporary Public Auditor. I had this conversation in private and in the context of your duty position as "Legal Counsel" to this office. I considered our conversation to be privileged and confidential and thus subject to your professional ethical demands as well as being in compliance with any publicly stated position directing you and other employees not to discuss Public Auditor business with persons outside this office except in line of duty.

In our private November 29,

1993 talk you specifically noted that the words Acting Public Auditor and Temporary meant the same thing in terms of my concern as well as mentioning several other relevant facts. All of this was done in the context of confidential, privileged information. You were specifically directed to not discuss it with anyone.

Recently allegations have surfaced that you have been in contact with personnel at the Legislature and that you have disclosed our privileged conversation on this matter.

I want a written response from you on this by 11:30 a.m. the day you receive this letter.

In consultation with your legal counsel under the US and CNMI Constitutions, please be advised that you may be required to answer. If you please state the facts.

Please be advised that this matter is currently under investigation and may result in legal and disciplinary actions being filed against you. I am in the process of preparing communication to the bar association on this and other matters that have been brought to my attention in regards to your conduct.

Robert D. Bradshaw
Temporary Public Auditor
Use of government car
December 2, 1993

Dear Mr. Bloom:
At a supervisor's staff meeting on November 30, 1993, at about 3 p.m., I learned that you had a Government automobile in your possession which you were using to go back and forth to work by and to and from lunch. I directed that your car be turned over immediately to the Administrative Office, Dolores Castro.

I pointed out that in my opinion, it is a violation of CNMI public laws for employees to be driving government vehicles in such instances. I noted that CNMI laws provide that public appropriated monies can only be expended for "public" purposes.

Though you are legal counsel for this office, you offered no comment on this but you fervently argued that you have a contractual right to the car. I said let me see your contract.

You left that day without showing me your contract. And even in the context of driving the car being a possible violation of the CNMI laws you went on and took the car home that night.

While absent for "sickness" on December 1, 1993, at about 12:30 p.m., you finally returned the car to this office.

The next day, December 2, 1993, I checked your contract and I can find no contractual rights for you to be using the government car for your personal use. Surely, you must have known what was in your contract.

I find it strange that you, being a lawyer and surely informed on your own contract and of CNMI laws and particularly just after I discussed them with you, that you would consciously and willingly proceed to use the car in possible violation of CNMI laws.

May I have your comment on this problem at once. Please be aware of your rights under the US and CNMI Constitutions.

Robert D. Bradshaw
Temporary Public Auditor
Bloom's contacts
December 3, 1993

Dear Mr. Bloom:

Allegations have come to my attention that the week of November 26, 1993 to December 3, 1993, you have personally contacted two or more persons outside the office of the Public Auditor and discussed things about the Office of the Public Auditor under my tenure since I became Temporary Public Auditor on November 28, 1993. If these allegations are true, they are most serious. Be assured that I will launch an inquiry to try to determine the propriety and the extent of any of your leaks to outsiders. If it develops that these allegations are true and you have acted improperly to leak or otherwise communicate Public Auditor information to persons outside this office without authorization and beyond your duties as Legal Counsel possibly in a way that can discredit or embarrass me or this office, be advised that I will initiate the following actions:

1. advise the Attorney General Office for them to investigate and see if CNMI laws have been violated.
2. take other appropriate disciplinary action.

Also, in the interim, please be advised that I will file an ethics complaint against you with the applicable bar associations on this matter and on the possibility that you may have violated Commonwealth laws which I am outlining in other communications to you at this time.

In the mean time I want to re-emphasize my position that the leaking of information or having discussions outside this office and office staff about the discussions, activities, functions and conversations ongoing in the office of the Public Auditor violate my policies as well as your personal ethics as legal counsel for this office. I have stated this position on four occasions to you and others at staff or supervisor meetings on November 29 and 30. I have said to you and others that I wanted Public Auditor information left in the Public Auditor's Office when staff personnel leave this office for personal activities.

Furthermore, I have had private conversations with you about this office and my position as Temporary Public Auditor which I considered to be confidential and privileged information since you are the Legal Counsel for this office.

In short, I want to state that I will not tolerate the unauthorized and/or improper disclosure of Public Auditor information to activities, agencies and people outside this office.

May I please have your comments in writing about this matter by 4:30 p.m. on the date you receive this letter. Please remember your legal constitutional rights when replying.

Robert D. Bradshaw
Temporary Public Auditor
Deloitte contract
December 3, 1993

Dear Mr. Bloom:

Upon my assumption here as Temporary Public Auditor, I told you that it would be my intention to proceed with a contract to Deloitte and Touche for audit of the CNMI Government. It was my understanding that they were the successful bidders on the public announcement on requests for proposals.

Later, I was told by staff personnel that the Governor elect had contacted my predecessor and had expressed his desire to have the audit delayed. I said I will not delay the audit for possible political reasons.

After you fully knew and understood my decision, you, other staff members and myself attended a meeting with Deloitte and Touche personnel and Department of Finance representatives in the DOF conference room.

During the course of this meeting I announced my decision and Deloitte and Touche, DOF, Merinda and I discussed the particulars of the audit and contract.

After we had finished and being all in accord, you said you have something to say. As I remember, you said that you had told Deloitte and Touche not to submit a proposal and this audit was not to proceed. (Apparently as envisioned in the public announcement).

It appeared to me that your actions may have possibly been designed to embarrass or discredit me or this office or for political purpose.

I would like to have from you a statement in writing regarding your authority to act as you did and the basis for your statement. Please remember your constitutional privileges in responding.

Robert D. Bradshaw
Temporary Public Auditor

December 9, 1993

To: Mr. Robert Bradshaw,
Temporary Public Auditor
From: Michael Johnson, MSJ
Partner Deloitte and Touche

Re: Events related to the letting of the contract to perform the CNMI Single Audit for fiscal year 1993 and correspondence with then Office of the Public Auditor Legal Council, Mr. Robert Bloom.
On November 17, 1993 a preproposal conference was held at the Office of the CNMI Director of Finance. In attendance were the following:

Ms. Merinda Deramas
Office of the Public Auditor
Mr. Robert Bloom
Legal Counsel, OPA
Mr. Eloy Inos
Director of Finance
Mr. John Schnibley
Special Assistant to the Director of Finance

Mr. David Burger
Partner, KPMG Peat Marwick
Mr. John Lawlor
(Continued on page 21)



Commonwealth of the Northern Mariana Islands
Office of the Director of Public Works

PUBLIC NOTICE

The Department of Public Works would like to inform the general public that the Building Safety Code (P.L. 6-45, as amended) will commence Residency Building Permit effective this December 31, 1993. All residential construction activities engaged will be assessed and proposed structure to be built on or after December 31, 1993, must comply to standards set forth by P.L. 6-45, as amended, including CBO ONE & TWO FAMILY DWELLING Code and other local CNMI regulations and laws. Applicants are urged to come in and obtain building permit application of the Building Safety Code Division, Department of Public Works at Lower Base, Tanager, Saipan.

The following forms and other pertinent information is applying for Residential Building Permit are now available:

1. Application for Building Permit and Plan Review.
2. Application for Building Permit & Inspection (Building Inspection Schedule).
3. Application for Building Permit & Inspection Application & Permit for Clearing & Grading.
4. Residential Building Permit Brochure

For more detail information, please contact
Telephone Nos. 322-9638 or 322-9688.

REVIEWED BY:

M. P. Chualar
Acting Director of Public Works

Date: 10/27/93

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EXHIBIT
V

PACIFIC STAR

December 24, 1993 21

the record...

ed from page 20)
 AG Paul Marwick
 Mr. Michael Johnson
 Oltis and Touche
 Ms. Karina Fastlmer
 Deloitte and Touche
 reference related to
 to perform a Single
 Government of the
 scal year 1993. The
 ly been published in
 newspaper during Sep-
 and have been stated
 total conference was
 September 22, 1993
 on October 4, 1993,
 proposal conference
 22, I received a call
 ible Auditor Scott
 ting me that the
 conference and the bid
 late would be possi-
 ble CNMI Single Au-
 dit 1992 was in draft
 reports were submit-
 ted of November and
 al conference was
 November 17. All
 conference copies
 12 reports were pre-
 sentatives of the
 Public Auditor and
 arwick. The Direc-
 instructed that pro-
 due on November
 draft copies of the
 Single Audit must
 by December 31,
 January 10, 1994,
 endance seemed to
 u with these dates
 no objections.
 r, 1993 I received
 Merinda Denman
 I thought the dead-
 eproposal confer-
 nable. I said that I
 lottis and Touche
 deadlines set 1

quired as to why she was asking
 the question and she responded
 that there was some talk as to
 whether the deadlines were rea-
 sonable and that OPA had received
 a letter from Mr. David Burger of
 KPMG Paul Marwick saying that
 they could not meet the deadlines
 and that they would not bid on the
 CNMI fiscal year 1993 audit.

On November 22, 1993 I re-
 ceived a call from Mr. Robert
 Bloom asking me not to propose
 on November 24. He said that he
 had been in consultation with Mr.
 Scott Tan and that Scott wanted to
 wait on the selection of auditors
 for the fiscal year 1993 Single
 Audit until he returned to Saipan
 on November 29.

On November 23, 1993 I called
 Mr. Eloy Inos and informed him
 of the request from Mr. Bloom.
 Mr. Inos stated that the date for
 submission of the proposals had
 been set in the preproposal confer-
 ence and that he had not been in-
 formed of any changed in submis-
 sion date. Mr. Inos advised me that
 I should submit a proposal on No-
 vember 24.

On November 24, 1993 I sub-
 mitted the proposal of Deloitte &
 Touche to perform the Single Au-
 dit of the CNMI for fiscal year
 1993 for the following reasons:

1. Mr. Bloom's directive was oral and was not documented.
2. The process to date for RFP93-0049 was poorly executed and for the most part undocumented. The published RFP said that bids should be submitted to the Office of Procurement and Supply but the specifications issued by the Office of the Public Auditor said that the bids should be submitted to the Office of the Public Auditor. Neither the deadlines or the submission dates set at the preproposal

conference were in writing. Be-
 cause of the numerous inconsis-
 tencies in the process to date I did
 not want to be penalized for not
 proposing.

On November 26, 1993, Mr.
 Scott Tan's contract as the Public
 Auditor was not renewed and Mr.
 Robert Bradshaw was appointed
 Temporary Public Auditor.

On November 29, 1993 I was
 asked to come to the Director of
 Finance's Office to discuss our
 proposal. In attendance at this
 meeting were:

Mr. Robert Bradshaw
 Temporary Public Auditor
 Ms. Merinda Denman
 Office of the Public Auditor
 Mr. Robert Bloom
 Legal Council, OPA

Mr. Ross Zapata
 Office of the Public Auditor
 Mr. Eloy Inos
 Director of Finance

Mr. John Schimbley
 Special Assistant to the Director
 of Finance

Mr. David Iyrol
 Chief, Finance and Accounting

Mr. Michael Johnson
 Partner, Deloitte & Touche

Ms. Karina Fastlmer
 Manager, Deloitte & Touche

At this meeting it was announced
 that Deloitte & Touche had been
 awarded the contract to perform
 the Single Audit of the CNMI for
 fiscal year 1993. Mr. Bloom said
 that he wanted to state for the
 record that in his phone call to me
 of November 22 I had said that I
 would not propose. Mr. Inos said
 that he had instructed me to pro-
 pose because Mr. Bloom's direc-
 tive came at the request of Mr.
 Scott Tan who's contract was over
 on November 25 and Mr. Tan could
 not extend deadlines into periods
 for which he would not be Public
 Auditor. At this meeting it was
 also disclose that the contract to

perform the audit would include a
 penalty clause to include monetary
 penalties if deadlines were not
 adhered to.

Later the day of November 29 I
 received a call from Mr. Bloom
 stating that he was going to submit
 my name to the ethics division of
 the American Institute of Certified
 Public Accountants. I told him I
 did not wish to discuss the matter
 any further. This was my last cor-
 respondence to date with Mr.
 Bloom.

I hope the above meets with
 your request. If you have any fur-
 ther questions please do not hesi-
 tate to call me.

Bloom's counsel
 December 8, 1993
 Re: Robert A. Bloom

Dear Mr. Bradshaw:
 I represent Robert "R." Bloom
 concerning his employment con-
 tract with the Office of the Public
 Auditor. You have, in your brief
 letter, engaged in a pattern of
 behavior toward Mr. Bloom de-
 signed to humiliate him and drive
 him from his position.

As it is, you have constructively
 discharged Mr. Bloom without
 cause by your unreasonable acts
 and demands noted in your nu-
 merous letters to him. It is likely
 that you engaged in this behavior

in retaliation for Mr. Bloom's ques-
 tioning the legality of certain acts.
 It is fundamental that even an em-
 ployee at will may not be termi-
 nated for following the precepts of
 the law.

Because of the harassment, his
 need to look for other work in
 order to mitigate his damages, and
 to attend to a medical problem,
 Mr. Bloom will be on annual leave
 until such leave expires. You have
 previously approved of his leave.
 At the end of the period, in partial
 settlement, it is requested that you
 place Mr. Bloom on administra-
 tive leave without pay until Janu-
 ary 15, 1994. At that time, you will
 be gone and your successor can
 determine whether Mr. Bloom
 should be retained. It is obvious
 that you have no need nor desire
 for Mr. Bloom's services and that
 the attorney/client relationship
 between Mr. Bloom and the office,
 as personified by you, has disinte-
 grated. You will need to withdraw
 your notification of discharge.

The Office of the Public Audi-
 tor is now indebted to Mr. Bloom
 for the travel allowance of 1,500
 pounds. Quotations on the ship-
 ment costs will be forthcoming
 short. Prompt payment will be ac-
 cepted.

Richard W. Pierce

CHIROPRACTIC

the Natural way
 to Health

Dr. David C. Rothbaum
 Chiropractor

Hours by appointment only—322-5546

EXHIBIT
 V

Bradshaw rejects Torres' demand

TEMPORARY Public Auditor Robert D. Bradshaw has refused to retract his previous statements regarding Representative Stanley T. Torres' inquiries about a court settlement agreement in 1981 which allegedly prohibited Bradshaw from accepting re-appointment to the public auditor's position.

At the same time, Bradshaw cited rumors that he was not the real target of Torres' investigation. "Allegedly, you are doing all of this by trying to find something you can embarrass Governor (Lorenzo) Guerrero over," he said in a letter to Torres on Jan. 6, a copy of which was sent to the Star on Jan. 7.

Bradshaw also questioned Torres' motive. "This whole thing makes me wonder if there is an undisclosed motive behind your actions..." Bradshaw said. "Could politics enter into this in some fashion?"

Torres, in an earlier letter to Bradshaw, demanded a retraction of the public auditor's statements regarding a conversation between the lawmaker and John Schnebly of the Department of Finance during which Torres allegedly commented on the provisions of the settlement agreement between Bradshaw and the government.

Bradshaw said that starting Dec. 1 as many as ten people from different agencies and entities told the public auditor that Torres was investigating the 1981 settlement agreement.

"Of course, I could care less about your investigation and I certainly would have just ignored it were it not for the fact that the reports alerted me that possibly the basis for your work was an alleged leak directly or indirectly to you of privileged information possessed by attorney Robert A. Bisom of this office," Bradshaw said.

He added that Bisom acknowledged and confirmed the leaking of the information. "Whether Bisom leaked it directly to you or someone else, we may never know unless you will say 'how' you came into this information," the public auditor said.

Bradshaw said he was told by the attorney general and procurement people "that you have made one or more trips to the AG files in an old bunker trying to find those old records on me."

Randall Fennell, Bradshaw's former lawyer, told the latter that on or about Dec. 1 Torres contacted Fennell regarding Bradshaw's case. Torres was told the lawyer's files were burned years ago.

"The constant stream of reports that I have received since December 1, 1993 would suggest that you and/or people in your office have been in contact with many agencies and people in your investigation of me," Bradshaw said.

Commenting on Torres' demand for retraction, Bradshaw said: "I

find your statement to be most interesting in view of the fact that your letter with this statement went to 'Governor-elect Tenorio' - per the letter distribution list."

Bradshaw said he also found it strange that Torres would be involved in an extensive and time-consuming investigation of the public auditor. "Actually, with the many, many allegations about OPA (Office of Public Auditor) lawyer Robert A. Bisom violating laws, leaking privileged information, misusing government automobiles (this used to be one of your concerns) and on and on, I would have thought that you might launch an investigation into his activities," Bradshaw said.

In an interview Monday, Torres said he had received Bradshaw's letter. He promised to give the Star a copy of his response. As of press time yesterday nothing has been received from Torres.



REPRESENTATIVE Stanley T. Torres bows head during prayer on the first day of session of the Ninth Legislature Monday. Standing beside him is Rep. Heinz Hofschneider.

EXHIBIT G

EXHIBIT
V

24,

OFFICE OF THE PUBLIC AUDITOR
Saipan, MP 96950

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

MEMORANDUM

TO : Robert A. Bisom

DATE: 01/17/94

FROM : Temporary Public Auditor

SUBJECT : Your Duties Until Further Notice

This is to let you know that I would like you to carry out administrative tasks for me at the Office of the Public Auditor until your status is regularized, after which I would like again carry out your job as OPA Legal Counsel.

I understand that you will not be giving me any legal advice or performing any legal work for me until your contractual and legal situation allows you to do so.

Sincerely yours,


Scott K. Tan

EXHIBIT

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25.